

EXHIBIT 2

1 Elaine F. Harwell (Bar No. 242551)
E-mail: elaine.harwell@procopio.com
2 Sean M. Sullivan (Bar No. 254372)
E-mail: sean.sullivan@procopio.com
3 Benjamin White (Bar No. 339169)
E-mail: benjamin.white@procopio.com
4 PROCOPIO, CORY, HARGREAVES &
SAVITCH LLP
5 525 B Street, Suite 2200
San Diego, CA 92101
6 Telephone: 619.238.1900
Facsimile: 619.235.0398

7 Attorneys for Defendant Roblox Corporation

8 UNITED STATES DISTRICT COURT
9 FOR THE CENTRAL DISTRICT OF CALIFORNIA
10

11 MICHAEL GARCIA, SALENA GARCIA,
12 AND R.G., a minor by and through her
guardians Michael Garcia and Salena
13 Garcia, on behalf of themselves and all
others similarly situated,

14 Plaintiffs,

15 v.

16 ROBLOX CORPORATION,

17 Defendant.
18

Case No. 2:25-cv-03476

**DEFENDANT ROBLOX
CORPORATION'S FIRST SET
OF INTERROGATORIES TO
PLAINTIFF MICHAEL
GARCIA**

19
20
21 PROPOUNDING PARTY: DEFENDANT ROBLOX CORPORATION

22 RESPONDING PARTY: PLAINTIFF MICHAEL GARCIA

23 SET NUMBER: ONE

24 Pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure, Defendant
25 Roblox Corporation ("Roblox" or "Propounding Party") hereby serves its
26 Interrogatories, Set One ("Interrogatories") upon Plaintiff Michael Garcia
27 ("Responding Party" or "You"). Responding Party shall serve within thirty (30) days
28 a written response verified under oath that answers each one of the Interrogatories

1 below, and, unless otherwise agreed by the parties, serve such answers on Roblox
2 through the office of its counsel of record, at Procopio, Cory, Hargreaves & Savitch,
3 525 B Street, Suite 2200, San Diego, California, 92101, within thirty (30) days.

4 **INSTRUCTIONS**

5 In responding to each part of these Interrogatories, the following instructions
6 shall apply:

7 In responding to these Interrogatories, You are required to furnish all
8 information that is available to You, including information in the possession of Your
9 attorneys, investigators or anyone employed on Your behalf or acting on Your behalf.
10 If You do not have personal knowledge sufficient to respond fully to an interrogatory,
11 You shall make a reasonable and good faith effort to obtain the information by inquiry
12 or other natural persons or organizations. If any Interrogatory cannot be answered in
13 full, You are to answer to the extent possible, to state the reason for Your inability to
14 provide a complete answer, and to include any information or whatever knowledge is
15 available to You concerning the unanswered portion. If You object to only a part of
16 an interrogatory, the remainder of the interrogatory shall be answered.

17 Any response to the following Interrogatories shall set forth the corresponding
18 Interrogatory in full before each such response.

19 In the event that any information or document called for in these Interrogatories
20 is withheld on the ground of privilege or the work product doctrine, identify the
21 information or document as to the title, subject matter, date of preparation, the number
22 of pages, the author(s) or preparer(s), all persons to whom the document was sent or
23 information was disclosed and their respective addresses. In addition, the responding
24 party must identify the specific privilege or doctrine asserted and state the basis for
25 each and every claim of privilege, work product, or other ground of non-disclosure.

26 These Interrogatories shall be deemed continuing so as to require prompt further
27 and supplemental production if the responding party locates or obtains possession,
28

1 custody, or control of additional responsive documents or information at any time prior
2 to trial herein.

3 The presence of specific instructions in these Interrogatories in no way shall
4 limit or narrow the meaning of any defined term contained in such Interrogatories.

5 In construing these Interrogatories, the conjunctive term “and” should be
6 interpreted in the disjunctive to include the term “or” and vice versa; the singular to
7 include the plural and vice versa; and the past tense to include the present tense where
8 the clear meaning is not distorted by change of tense. “All” means “any and all”;
9 “any” means “any and all.” “Including” means “including but not limited to.” Words
10 in the masculine, feminine or neuter form shall include each of the other genders.

11 **DEFINITIONS**

12 The following terms in these Interrogatories are to be understood to be
13 consistent with the following definitions:

14 The terms “You” or “Your” mean and refer to Michael Garcia, the named
15 plaintiff in the above-captioned case, and his agents, representatives, employees,
16 servants, attorneys, and anyone else purporting to act on his behalf.

17 The term “R.G.” means and refers to Plaintiff R.G. in the above-captioned and
18 numbered action.

19 The terms “Roblox” or “Propounding Party” mean and refer to Roblox
20 Corporation.

21 The term “Action” refers to the above-captioned and numbered action.

22 The term “Complaint” means the complaint filed in this Action as ECF No. 1.

23 The terms “relating to,” “related to” or “relate” mean without limitation
24 referring to, stating, describing, recording, constituting, contradicting, embodying,
25 memorializing, mentioning, studying, analyzing, discussing, commenting on,
26 specifying, listing, summarizing, reviewing or identifying.

27 “Document” shall have its complete meaning and scope under the Federal Rules
28 of Civil Procedure and shall include all items, including, but not limited to,

1 correspondence, memoranda, messages, notes, calendars, diaries, telephone logs,
2 appointment books, facsimile transmissions, agreements, reports, records, statements,
3 sound or video recordings, photographs, and other data compilations and graphic
4 material, whether printed, recorded or reproduced by any other mechanical,
5 photographic, xenographic, or electronic process, or written or produced by hand,
6 including information contained in any computer or computer memory or memory
7 media, and all drafts and all non-identical copies of any responsive document, which
8 are in the custody, control or possession of you or your agents, employees, attorneys,
9 servants successors, assigns, subsidiaries or affiliates.

10 The term “identify” shall mean:

- 11 a. when used in reference to an individual person, to state (a) his or her full
12 name, address and present phone number, and (b) his or her relationship
13 with defendant;
- 14 b. when used in reference to a person other than an individual, such as a
15 corporation, partnership, etc., to state its official name, its organizational
16 form and its address;
- 17 c. when used in reference to a document, to state the identification number
18 of the document (if it is being produced or has already been produced),
19 or state (a) the date of the document; (b) the author and signatory of the
20 document; (c) the type of document (e.g., letter, memorandum,
21 agreement, etc.); and (d) the custodian and location of the document;
- 22 d. when used in reference to a purchase, to provide the amount, date,
23 initiating party, and payment method; and
- 24 e. when used in reference to a device, to state the device’s manufacturer,
25 model, and internet protocol (“IP”) address.

26 The term “communications” means any oral, written or electronic utterance,
27 notation or statement of any nature whatsoever, by or to whomsoever made, including
28 without limitation: correspondence, personal conversations, telephone calls,

1 dialogues, discussions, interviews, consultations, telegrams, emails, text messages,
2 telexes, cables, facsimile transmissions, memoranda, agreements, and other
3 understandings among or between two or more persons, and other oral, written, or
4 electronic communications.

5 The term “Account” means any Roblox user account created, registered,
6 accessed, or used by You or any person acting on Your behalf with Your knowledge,
7 or authorization.

8 The term “Terms of Use” means any version of the Roblox Terms of Use.

9 The term “Platform” means any Roblox digital platform, including the Roblox
10 website, computer application, gaming console application (including on PlayStation,
11 Xbox, and Meta Quest), or mobile application.

12 The term “User” means any person accessing any Platform.

13 The term “Robux” shall mean Roblox’s virtual in-game currency.

14 **INTERROGATORIES**

15 **INTERROGATORY NO. 1:**

16 Identify all Accounts that You have ever created, registered, accessed, or used,
17 including the associated username, email address, and approximate date(s) of creation,
18 use, and access for each.

19 **INTERROGATORY NO. 2:**

20 State whether You have ever accepted or agreed to the Terms of Use for Your
21 Account or on behalf of another User, including by clicking “accept” or “I agree” on
22 any Platform, and identify the date(s), device(s), user(s), and account(s) used in
23 connection with such acceptance(s).

24 **INTERROGATORY NO. 3:**

25 If You contend You opted out of the arbitration provision contained in the
26 Terms of Use, state how and when You opted out.

27 ///

28 ///

1 **INTERROGATORY NO. 4:**

2 Describe all instructions, guidance, or permissions You provided to R.G.
3 concerning the use of any Platform, including with respect to (a) creation or
4 registration of accounts, (b) making purchases, and (c) accepting terms or policies.

5 **INTERROGATORY NO. 5:**

6 State whether You accessed any Platform at any time between January 1, 2023
7 and the present, and if so, describe the device(s) used, account(s) accessed, and any
8 terms or disclosures displayed to You during such access.

9 **INTERROGATORY NO. 6:**

10 If You contend that You did not agree to the Terms of Use on behalf of yourself
11 or anyone else, or that the Terms of Use are otherwise unenforceable as to You, state
12 all facts supporting that contention, including whether You deny clicking “accept” or
13 “I agree,” whether You deny seeing the Terms of Use, and whether You authorized
14 anyone else to accept the Terms of Use on Your behalf.

15 **INTERROGATORY NO. 7:**

16 If You received any communications of R.G.’s creation of an Account or
17 acceptance of Terms of Use, state the date, method, sender, recipient, and language of
18 the communication.

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

INTERROGATORY NO. 8:

Identify all purchases of Robux, subscriptions, gift cards, or other paid content that You made, on behalf of yourself or anyone else, on or through any Account associated with You, and state whether You authorized, initiated, or paid for each such purchase.

DATED: August 7, 2025

PROCOPIO, CORY, HARGREAVES &
SAVITCH LLP

By: /s/ Elaine F. Harwell

Elaine F. Harwell
Sean M. Sullivan
Benjamin W. White

Attorneys for Defendant ROBLOX
CORPORATION

1 Elaine F. Harwell (Bar No. 242551)
E-mail: elaine.harwell@procopio.com
2 Sean M. Sullivan (Bar No. 254372)
E-mail: sean.sullivan@procopio.com
3 Benjamin White (Bar No. 339169)
E-mail: benjamin.white@procopio.com
4 PROCOPIO, CORY, HARGREAVES &
SAVITCH LLP
5 525 B Street, Suite 2200
San Diego, CA 92101
6 Telephone: 619.238.1900
Facsimile: 619.235.0398

7 Attorneys for Defendant Roblox Corporation

8 UNITED STATES DISTRICT COURT
9 FOR THE CENTRAL DISTRICT OF CALIFORNIA
10

11 MICHAEL GARCIA, SALENA GARCIA,
12 AND R.G., a minor by and through her
guardians Michael Garcia and Salena
13 Garcia, on behalf of themselves and all
others similarly situated,

14 Plaintiffs,

15 v.

16 ROBLOX CORPORATION,

17 Defendant.
18

Case No. 2:25-cv-03476

**DEFENDANT ROBLOX
CORPORATION'S FIRST SET
OF REQUESTS FOR
ADMISSION TO PLAINTIFF
MICHAEL GARCIA**

19
20
21 PROPOUNDING PARTY: DEFENDANT ROBLOX CORPORATION

22 RESPONDING PARTY: PLAINTIFF MICHAEL GARCIA

23 SET NUMBER: ONE

24 Pursuant to Rules 26 and 36 of the Federal Rules of Civil Procedure, Defendant
25 Roblox Corporation ("Roblox" or "Propounding Party") hereby serves its Requests
26 for Admission, Set One ("Requests") upon Plaintiff Michael Garcia ("Responding
27 Party" or "You"). Responding Party shall serve written responses to Roblox within
28 thirty (30) days of service of these Requests, through the office of Roblox's counsel

of record, at Procopio, Cory, Hargreaves & Savitch, 525 B Street, Suite 2200, San Diego, California, 92101.

DEFINITIONS

The following terms in these Requests are to be understood to be consistent with the following definitions:

The terms “You” or “Your” mean and refer to Michael Garcia, the named plaintiff in the above-captioned case, and his agents, representatives, employees, servants, attorneys, and anyone else purporting to act on his behalf.

The term “R.G.” means and refers to Plaintiff R.G. in the above-captioned and numbered action.

The terms “Roblox” or “Propounding Party” mean and refer to Roblox Corporation.

The term “Action” refers to the above-captioned and numbered action.

The term “Complaint” means the complaint filed in this Action as ECF No. 1.

The terms “relating to,” “related to” or “relate” mean without limitation referring to, stating, describing, recording, constituting, contradicting, embodying, memorializing, mentioning, studying, analyzing, discussing, commenting on, specifying, listing, summarizing, reviewing or identifying.

The term “document” shall have its complete meaning and scope under the Federal Rules of Civil Procedure and shall include all items, including, but not limited to, correspondence, memoranda, messages, notes, calendars, diaries, telephone logs, appointment books, facsimile transmissions, agreements, reports, records, statements, sound or video recordings, photographs, and other data compilations and graphic material, whether printed, recorded or reproduced by any other mechanical, photographic, xenographic, or electronic process, or written or produced by hand, including information contained in any computer or computer memory or memory media, and all drafts and all non-identical copies of any responsive document, which are in the custody, control or possession of you or your agents, employees, attorneys,

servants successors, assigns, subsidiaries or affiliates.

The term “communications” means any oral, written or electronic utterance, notation or statement of any nature whatsoever, by or to whomsoever made, including without limitation: correspondence, personal conversations, telephone calls, dialogues, discussions, interviews, consultations, telegrams, emails, text messages, telexes, cables, facsimile transmissions, memoranda, agreements, and other understandings among or between two or more persons, and other oral, written, or electronic communications.

The term “Account” means any Roblox user account created, registered, accessed, or used by You or any person acting on Your behalf with Your knowledge, or authorization.

The term “Terms of Use” means any version of the Roblox Terms of Use.

The term “MG Terms of Use” means the Terms of Use that were implemented on August 12, 2024 and in effect on October 24, 2024, a true and correct copy of which is attached as Exhibit 3 to the Request for Judicial Notice in support of Roblox’s Motion to Dismiss, ECF No. 17-2.

The term “Platform” means any Roblox digital platform, including the Roblox website, computer application, gaming console application (including on PlayStation, Xbox, and Meta Quest), or mobile application.

The term “Robux” shall mean Roblox’s virtual in-game currency.

The term “Gift Card” shall mean the gift card purchased at 7-Eleven and redeemed to R.G.’s Account on May 22, 2023.

REQUESTS FOR ADMISSION

REQUEST FOR ADMISSION NO. 1:

Admit You created an Account bearing the username “[REDACTED]5764”.

REQUEST FOR ADMISSION NO. 2:

Admit You created an Account using the email address [REDACTED]ger1@gmail.com”.

///

REQUEST FOR ADMISSION NO. 3:

Admit You accepted the Terms of Use.

REQUEST FOR ADMISSION NO. 4:

Admit You accepted the MG Terms of Use.

REQUEST FOR ADMISSION NO. 5:

Admit You accepted the Terms of Use on October 24, 2024.

REQUEST FOR ADMISSION NO. 6:

Admit You accepted the MG Terms of Use on October 24, 2024.

REQUEST FOR ADMISSION NO. 7:

Admit You accepted the Terms of Use on behalf of R.G.

REQUEST FOR ADMISSION NO. 8:

Admit You did not opt out from the arbitration provision contained in the Terms of Use.

REQUEST FOR ADMISSION NO. 9:

Admit You made no effort to resolve any disputes with Roblox related to the Action before commencing the Action.

REQUEST FOR ADMISSION NO. 10:

Admit You received communications from Roblox regarding R.G.'s creation of an Account or acceptance of Terms of Use.

REQUEST FOR ADMISSION NO. 11:

Admit You authorized R.G. to create an Account.

REQUEST FOR ADMISSION NO. 12:

Admit You helped R.G. redeem the Gift Card.

///

///

///

///

///

1 **REQUEST FOR ADMISSION NO. 13:**

2 Admit You purchased the Gift Card.

3
4 DATED: August 7, 2025

PROCOPIO, CORY, HARGREAVES &
5 SAVITCH LLP

6 By: /s/ Elaine F. Harwell

7 Elaine F. Harwell
8 Sean M. Sullivan
9 Benjamin W. White

10 Attorneys for Defendant ROBLOX
11 CORPORATION
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 Elaine F. Harwell (Bar No. 242551)
E-mail: elaine.harwell@procopio.com
2 Sean M. Sullivan (Bar No. 254372)
E-mail: sean.sullivan@procopio.com
3 Benjamin White (Bar No. 339169)
E-mail: benjamin.white@procopio.com
4 PROCOPIO, CORY, HARGREAVES &
SAVITCH LLP
5 525 B Street, Suite 2200
San Diego, CA 92101
6 Telephone: 619.238.1900
Facsimile: 619.235.0398

7 Attorneys for Defendant Roblox Corporation

8 UNITED STATES DISTRICT COURT
9 FOR THE CENTRAL DISTRICT OF CALIFORNIA
10

11 MICHAEL GARCIA, SALENA GARCIA,
12 AND R.G., a minor by and through her
guardians Michael Garcia and Salena
13 Garcia, on behalf of themselves and all
others similarly situated,

14 Plaintiffs,

15 v.

16 ROBLOX CORPORATION,

17 Defendant.
18

Case No. 2:25-cv-03476

**DEFENDANT ROBLOX
CORPORATION'S FIRST SET
OF REQUESTS FOR
PRODUCTION TO PLAINTIFF
MICHAEL GARCIA**

19
20
21 PROPOUNDING PARTY: DEFENDANT ROBLOX CORPORATION

22 RESPONDING PARTY: PLAINTIFF MICHAEL GARCIA

23 SET NUMBER: ONE

24 Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure, Defendant
25 Roblox Corporation ("Roblox" or "Propounding Party") hereby serves its Requests
26 for Production, Set One ("Requests") upon Plaintiff Michael Garcia ("Responding
27 Party" or "You"). Responding Party shall serve written responses and produce
28 responsive documents to Roblox within thirty (30) days of service of these Requests,

1 through the office of Roblox’s counsel of record, at Procopio, Cory, Hargreaves &
2 Savitch, 525 B Street, Suite 2200, San Diego, California, 92101.

3 **INSTRUCTIONS**

4 In responding to each part of these Requests, the following instructions shall
5 apply:

6 If any request, read literally, requires the production of a part or portion of a
7 document, production of the entire document is requested.

8 Any response to the following requests shall set forth the request in full before
9 each response.

10 This request for production of documents shall be deemed continuing so as to
11 require prompt further and supplemental production if the responding party locates or
12 obtains possession, custody, or control of additional responsive documents at any time
13 prior to trial herein.

14 The presence of specific instructions in these requests in no way shall limit or
15 narrow the meaning of any defined term contained in such requests.

16 In construing these requests, the conjunctive term “and” should be interpreted
17 in the disjunctive to include the term “or” and vice versa; the singular to include the
18 plural and vice versa; and the past tense to include the present tense where the clear
19 meaning is not distorted by change of tense.

20 All electronically stored information (“ESI”) is specified to be produced in the
21 form described in this paragraph unless otherwise specified in a particular request. All
22 ESI must be produced either (1) in native form, or (2) as static image files in PDF form
23 or in TIFF form created directly from the native file (i.e., not a scanned image of a
24 hard copy), accompanied by a “load file” that includes meta data and delineates bates
25 number range and document breaks, with each image sequentially bates numbered,
26 whichever option is most convenient for Producing Party. In the event a native file,
27 (e.g. excel spreadsheets) needs to be reformatted in order to be processed as a logical
28 document, the Responding Party shall reformat such files as necessary. If such files

1 cannot be reasonably formatted to create a logical document image or without
2 preserving the data associated with the file contents, the native file will be produced.
3 Any files that cannot be provided in a readily accessible format because they are
4 proprietary, password protected or encrypted or cannot be processed for any other
5 reason will be produced in native form with all necessary information, such as
6 passwords, to access and review the content of the file. In the event Responding Party
7 is unable to comply with any of the foregoing, all responsive ESI shall be produced in
8 native format.

9 If You claim that any document which You are requested to produce is
10 privileged, You must provide the following information in writing, at or before the
11 time of production set forth above, with respect to each such document: (a) the nature
12 of the privilege You claim, (b) the facts upon which You rely as the basis for claiming
13 the privilege, (c) each person who prepared the document, (d) the title and the date of
14 the document, (e) the general subject matter of the document, (f) each person, if any,
15 who signed the document, (g) each person to whom the document was directed,
16 circulated or shown, and (h) each person now in possession of the document or any
17 copy thereof.

18 **DEFINITIONS**

19 The following terms in these Requests are to be understood to be consistent with
20 the following definitions:

21 The terms “You” or “Your” mean and refer to Michael Garcia, the named
22 plaintiff in the above-captioned case, and his agents, representatives, employees,
23 servants, attorneys, and anyone else purporting to act on his behalf.

24 The term “R.G.” means and refers to Plaintiff R.G. in the above-captioned and
25 numbered action.

26 The terms “Roblox” or “Propounding Party” mean and refer to Roblox
27 Corporation.

28 The term “Action” refers to the above-captioned and numbered action.

1 The term “Complaint” means the complaint filed in this Action as ECF No. 1.

2 The terms “relating to,” “related to” or “relate” mean without limitation
3 referring to, stating, describing, recording, constituting, contradicting, embodying,
4 memorializing, mentioning, studying, analyzing, discussing, commenting on,
5 specifying, listing, summarizing, reviewing or identifying.

6 The term “document” shall have its complete meaning and scope under the
7 Federal Rules of Civil Procedure and shall include all items, including, but not limited
8 to, correspondence, memoranda, messages, notes, calendars, diaries, telephone logs,
9 appointment books, facsimile transmissions, agreements, reports, records, statements,
10 sound or video recordings, photographs, and other data compilations and graphic
11 material, whether printed, recorded or reproduced by any other mechanical,
12 photographic, xenographic, or electronic process, or written or produced by hand,
13 including information contained in any computer or computer memory or memory
14 media, and all drafts and all non-identical copies of any responsive document, which
15 are in the custody, control or possession of you or your agents, employees, attorneys,
16 servants successors, assigns, subsidiaries or affiliates.

17 The term “communications” means any oral, written or electronic utterance,
18 notation or statement of any nature whatsoever, by or to whomsoever made, including
19 without limitation: correspondence, personal conversations, telephone calls,
20 dialogues, discussions, interviews, consultations, telegrams, emails, text messages,
21 telexes, cables, facsimile transmissions, memoranda, agreements, and other
22 understandings among or between two or more persons, and other oral, written, or
23 electronic communications.

24 The term “Account” means any Roblox user account created, registered,
25 accessed, or used by You or any person acting on Your behalf with Your knowledge,
26 or authorization.

27 The term “Terms of Use” means any version of the Roblox Terms of Use.

28 The term “Platform” means any Roblox digital platform, including the Roblox

1 website, computer application, gaming console application (including on PlayStation,
2 Xbox, and Meta Quest), or mobile application.

3 The term “Robux” shall mean Roblox’s virtual in-game currency.

4 **REQUESTS FOR PRODUCTION**

5 **REQUEST FOR PRODUCTION NO. 1:**

6 All documents evidencing any Accounts that You have ever created, registered,
7 accessed, or used, including usernames, email addresses, birthdates, device or browser
8 information used to register to access the Accounts or added to the Accounts.

9 **REQUEST FOR PRODUCTION NO. 2:**

10 All documents evidencing any acceptance of the Terms of Use for Your
11 Account or on behalf of another User, including but not limited to screenshots,
12 confirmation emails, or account registration confirmations.

13 **REQUEST FOR PRODUCTION NO. 3:**

14 All communications between You and Roblox relating to the Terms of Use,
15 including arbitration, accounts, purchases, billing issues, updates, or account
16 suspensions.

17 **REQUEST FOR PRODUCTION NO. 4:**

18 All documents evidencing any opt-out from the arbitration provision contained
19 in the Terms of Use.

20 **REQUEST FOR PRODUCTION NO. 5:**

21 All documents evidencing any payments for Robux, subscriptions, or other
22 purchases made by You on any Platform, including receipts, credit or debit card
23 statements, mobile wallet logs (such as Apple Pay), and any invoices or confirmation
24 emails.

25 **REQUEST FOR PRODUCTION NO. 6:**

26 All documents evidencing any instructions, guidance, or permissions You
27 provided to R.G. concerning the use of any Platform, including with respect to (a)
28 creation or registration of accounts, (b) making purchases, and (c) accepting terms or

1 policies.

2 **REQUEST FOR PRODUCTION NO. 7:**

3 All documents identifying any devices, such as tablets, phones, or computers,
4 used by You to access any Platform, including for example screenshots, account
5 settings, model, and serial number.

6 **REQUEST FOR PRODUCTION NO. 8:**

7 All screenshots, video recordings, or other digital captures of any login,
8 payment, or checkout screen encountered by You, from January 1, 2023, to the present.

9 **REQUEST FOR PRODUCTION NO. 9:**

10 All Roblox gift cards, redemption codes, or Roblox-related promotional
11 material You purchased, received, redeemed, or used at any time.

12 **REQUEST FOR PRODUCTION NO. 10:**

13 All documents that support any contention that You did not agree to the Terms
14 of Use or arbitration provision contained therein, or that they are otherwise
15 unenforceable.

16 **REQUEST FOR PRODUCTION NO. 11:**

17 All documents evidencing any efforts You made to resolve any disputes with
18 Roblox related to the Action before commencing the Action.

19 **REQUEST FOR PRODUCTION NO. 12:**

20 All documents evidencing R.G.'s creation of an Account or acceptance of
21 Terms of Use, including any communication with the Platform or Roblox.

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

REQUEST FOR PRODUCTION NO. 13:

All documents that identify any Account, including any Account associated with usernames “[REDACTED]5764” or “[REDACTED]6455” or “[REDACTED]grill” or “[REDACTED]frig”.

DATED: August 7, 2025

PROCOPIO, CORY, HARGREAVES &
SAVITCH LLP

By: /s/ Elaine F. Harwell

Elaine F. Harwell
Sean M. Sullivan
Benjamin W. White

Attorneys for Defendant ROBLOX
CORPORATION